

Local Small Business Reserve Program (LSBRP) Notice

Request for Proposals #1013518 for Uninterruptible Power Supply Services

This solicitation is reserved for only self-certified local small businesses timely registered with the County's LSBRP. This solicitation thus comes under County Code, Sections 11B-17A; 11B-65; 11B-70 and Executive Regulation 21-05AM. These documents can be accessed through the LSBRP web site at (www.montgomerycountymd.gov/LSBRP).

LSBRP criteria are based on a firm's location, ownership status, and the level of pre-existing contracts with the County. Submitting a proposal constitutes willfully stating your firm is a self-certified Local Small Business. Therefore, if you wish to submit a proposal for this solicitation adhering to the LSBRP, you must:

1. Self-certify as a LSBRP firm **prior to the proposal's due date**. If your LSBRP self-certification is not registered prior to the proposal's due date, then your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP web site (www.montgomerycountymd.gov/LSBRP) and follow the instructions under "Register."
2. After the RFP closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
 - all of its business location(s) (if more than one),
 - number of employees by location
 - annual gross revenue of the business for the past three fiscal years.

(The preferred documents are copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.)

If, after receipt of these documents, the LSBRP finds that your firm does not meet the LSBRP requirements, then your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240) 777-9913.

Notice to Offerors
Request for Proposals
#1013518
Uninterruptible Power Supply Services

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.

As noted in Attachment "G" (Section A on Page G2, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov/OBRC) and clicking on "Living Wage" Requirement Law.



REQUEST FOR PROPOSALS
#1013518
Uninterruptible Power Supply Services
April 20, 2012

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

One original and 3 copies of your proposal must be submitted in a sealed envelope/package no later than 3:00 P.M. on May 22, 2012 to the Department of General Services, Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

There will be an optional pre-submission conference at 9:30 A.M on May 1, 2012 at the Division of Facilities Management, Maintenance Section, 1301 Seven Locks Road, Potomac, Maryland 20854.

The County will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, please contact Homer Bakhtiary at (240) 777-5365.

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, please contact Eric V. Harris (240) 777-9922.

(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)

This is a Services Contract (see Section A, Services Contract):	X
or	
This is a Construction Contract (See Attachment H):	
or	
This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract (disregard Attachment H):	

David E. Dise, Director
Department of General Services

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Montgomery County, Maryland
Acknowledgment Page

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: _____

Printed Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different.

Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

ACCEPTANCE TIME

By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

ACKNOWLEDGMENT

The offeror is to include the signed acknowledgment (Page 5) indicating agreement with all the terms and conditions of the solicitation.

CONTRACT DOCUMENTS

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract Between County & Contractor.
2. Minority Business Program & Offeror's Representation.
3. Minority-Owned Business Addendum to the General Conditions of Contract Between County & Contractor.
4. Minority, Female, Disabled Person Subcontractor Performance Plan.
5. Offeror's Certification of Cost & Price (for contracts above \$100,000)
6. Wage Requirements for Services Addendum and Wage Requirements Certification
7. All representations and certifications listed in this document.

DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Department of General Services or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

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SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type;
8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and,
9. Past debarment by the County or other entity.

JOINT PROCUREMENT

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)
Montgomery College (MC)
Montgomery County Public Schools (MCPS)
Montgomery County Revenue Authority
Montgomery County Housing Opportunities Commission (HOC)
Washington Suburban Sanitary Commission (WSSC)
Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, or damages incurred by the above jurisdictions.

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

OPTIONAL PRE-SUBMISSION CONFERENCE

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

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SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

PAYMENT TERMS

The County's payment terms are net thirty (30) days.

PROPOSALS

Sealed proposals are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified will be returned unopened to the offeror. The County will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

PROPOSAL WITHDRAWAL/MODIFICATION

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed award, if the offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Department of General Services, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Department of General Services, must dismiss any protest not timely received.

Only an offeror who is "aggrieved" may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

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SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

PUBLIC POSTING

It is the responsibility of the offerors to keep informed of the current status of any proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee.

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at: www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp.

QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific contract.

QUESTIONS

All technical and nontechnical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to the General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal may be deemed unacceptable under County law and may be rejected.

SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at http://www.montgomerycountymd.gov/content/DGS/PRO/public_solicitations.asp periodically to remain informed of any solicitation amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

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SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

1. By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.
2. By acknowledging receipt of the amendment on the Acknowledgment (see page 5) submitted.
3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

SOLICITATION PREPARATION EXPENSES

All costs incurred in the preparation and submission of solicitations will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

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SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of General Services;

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- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

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- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

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TABLE A. - INSURANCE REQUIREMENTS
 (See Paragraph #21 Under the General Conditions of Contract
 Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)
 Office of Procurement
 Rockville Center
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850-4166

*Professional services contracts only

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TABLE B. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

31. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

PMMD-45. REVISED 04/01/10

SECTION C - SCOPE OF SERVICES**1. BACKGROUND**

The Montgomery County Department of General Services, Division of Facilities Management is seeking to enter into a contract with an experienced and qualified firm to provide Critical Power Systems Support Services. As it relates to this contract, Critical Power Systems encompass, Uninterruptible Power Systems, Battery Plants, and Automatic Transfer Switches, Telecommunication Rectifiers (48 Volt & 24 Volt), Power Distribution Units, Static Transfer Switches, Transient Voltage Surge Suppressors, associated Switchgear and Environmental Monitoring systems.

2. INTENT

The contract resulting from this Request for Proposals shall provide for the performance of Preventive Maintenance on a scheduled basis; and, Corrective Maintenance, System Modifications, Site Acceptance Testing, Commissioning, Power Quality Monitoring and Troubleshooting, Site Surveys, Feasibility Studies, Infrared Scanning, and Engineering Furnish & Install (EF&I) Services on an as needed Time & Materials basis as outlined in the Additional Work section of this solicitation; as well as, replacement equipment as determined by the County. The primary users of the contract resulting from this solicitation will be the Department of General Services, Division of Facilities Management; and, the Department of Technology Services.

It shall also be the purpose of the contract to ensure that existing systems are maintained in accordance with Original Equipment Manufacturer (OEM) recommendations as well as to provide the necessary resources and expertise to provide complete Critical Power solutions for future requirements.

The work under the contract is divided into three general categories: (A) Semi-Annual Preventive Maintenance, Inspection, and Testing; (B) Additional Work for major repairs, Special Testing, Modifications and for fulfillment of future Critical Power needs in all County Facilities; and, (C) Emergency Services.

3. SCOPE OF WORK FOR GROUP I FOR THE DIVISION OF FACILITIES MANAGEMENT**3.1 SEMI-ANNUAL PREVENTIVE MAINTENANCE (PM), INSPECTION, AND TESTING**

Except for Additional Work and Emergency Services, all other inspection and test procedures shall be performed Semi-Annually. The first group of inspections and tests shall commence within two (2) weeks of the date of the written Notice To Proceed issued by the Contract Administrator/Designee. Any battery(ies) or other finite life components scheduled for yearly replacement must be replaced on the first inspection and then as the applicable specification stipulates. Any battery replaced hereunder shall be with a new battery of comparable make, size and within the first two months of its shelf life. The next set of tests and all other tests shall start at the second (6) month (Semi-Annual) interval from the completion of the last set of Semi-Annual tests. The County will pay the Contactor for the cost of the replacement batteries in accordance with the percentage discount(s) listed on the Fee Schedule; or, if a replacement battery is not listed on a Price List, the County will pay the Contractor in accordance with Section I.5.

All required tools and test equipment needed to perform the Semi-Annual Preventive Maintenance (PM), Inspection, and Testing shall be provided by the Contractor at no additional charge under this Contract. The Contractor shall obtain from the OEM drawings and schematics of the system (if not provided by the County). Any and all replacement of parts shall be with OEM parts, unless OEM parts are unavailable and substitution of same is approved by the Contract Administrator/Designee. Unless otherwise approved by the Contract

Administrator/Designee, all parts and components replaced must be with new parts with a full life, and are not of such age to impair their usefulness or safety.

Work hours for performance of the Semi-Annual Preventive Maintenance (PM), Inspection, and Testing and other maintenance will routinely be between the hours of 8:00 AM to 5:00 PM, Monday through Friday, excluding County Holidays. Systems requiring maintenance at other times are so designated with an Asterisk (*) on the Fee Schedule (Attachment I).

Depending on the type of Power Equipment being serviced one or more of the following Preventive Maintenance Scopes of Work shall be performed:

- Exhibit I Uninterruptible Power System (UPS)
- Exhibit II Sealed Cell Battery Plant
- Exhibit III Flooded Cell Battery Plant
- Exhibit IV Telecommunications DC Power System
- Exhibit V Power Line Conditioner
- Exhibit VI Automatic Transfer Switch
- Exhibit VII Static Transfer Switch
- Exhibit VIII Power Distribution Unit

Note: The above Scopes of Work may be modified by a contract amendment to address the needs of systems equipped with additional specialized features.

Within five (5) days of completion of every Semi-Annual test and inspection, the Contractor must submit to the Contract Administrator/Designee, a detailed written report of the results of each test procedure above, including any recommendations for major repairs, broken down into tasks with individual Not-To-Exceed amount for Labor and Materials for the repairs consolidated using the Job Authorization Form (JAF). When, in the opinion of the Contractor, a condition is found which could impede the effectiveness or efficiency of the Equipment (Critical Emergencies), an immediate verbal report and a Not-To-Exceed estimate must be provided to the Contract Administrator/Designee. If the Contract Administrator/Designee gives a Notice To Proceed (verbal or written), the work must be performed and billed as described under "Additional Work", (see Section C.5). One (1) copy of this report will be kept as part of the Equipment log at every location serviced. The Contractor must provide a logbook for each location. The Contractor must not commence any service under a JAF, until a Purchase Order has been executed by the Office of Procurement; and a Notice To Proceed for that JAF has been issued by the Using Department.

EXHIBIT I - SCOPE OF WORK - UNINTERRUPTIBLE POWER SYSTEM PREVENTIVE MAINTENANCE

Semi-Annual - Items performed once every 6 months:

Measure and Record the following:

Rectifier Input voltages & currents.

Inverter Output voltages & currents.

Bypass Input voltages & currents.

System Output (Critical Buss) voltages & currents.

Rectifier Output voltages and currents.

Delta voltages (difference between Bypass & Inverter Output).

Bypass and Inverter frequency.

Compare front panel meter readings with above measurements and verify 3% accuracy.

Check alarm/status indicators and remote status panel, note any deficiencies.

Inspect air filters and replace if necessary.

Check all fans for free and quiet rotation.

Perform operational inspection of Static Switch/Transfer circuitry.

Vacuum and clean UPS interior and exterior.

Inspect, test & clean all major sub-assemblies and replace defective or marginal components.

Check all electrical terminations for proper tightness and signs of overheating.

Perform mechanical inspection of all transformers, filter capacitors and wiring.

Check unit Power Supplies, AC/DC protection settings, and voltage waveforms.

Verify correct Inverter free-run frequency.

Simulate Input power failure and verify proper unit operation (customer permission required).

Provide one copy of recorded data, full detailed written report, including a recommendation for major repairs, if any and a completed proposed written Job Authorization Form (JAF), together with any warranty for work completed to the Contract Administrator/Designee.

EXHIBIT II - SCOPE OF WORK - SEALED CELL BATTERY PLANT PREVENTIVE MAINTENANCE

Semi-Annual - Items performed once every 6 months:

Measure and record total battery plant Float Voltage.

Measure and record the DC Float Voltage of each individual battery jar.

Measure and record the AC Ripple Voltage of each individual battery jar.

Measure and record battery plant DC charge current.

Measure and record battery plant AC ripple current.

Visually inspect each battery jar & cover for cracks or leaks.

Visually inspect each terminal and related hardware for signs of corrosion.

Inspect all battery interconnect cable for signs of chaffing and stress.

Clean all jar covers, racks and cabinets.

Check for proper ventilation and unusual odors.

Record ambient room temperature.

Review the data recorded above and initiate immediate corrective action if necessary to the Contract Administrator/Designee. Also provide the detailed written reports and a proposed written JAF for any immediate repairs, if any.

EXHIBIT III - SCOPE OF WORK - FLOODED CELL BATTERY PLANT PREVENTIVE MAINTENANCE

Semi-Annual - Items performed once every 6 months:

Measure and record 100% of all cell/jar float voltages.

Measure and record 10% of all cell/jar link resistances.

Measure and record 10% of all cell/jar specific gravities.

Measure and record 10% of all cell/jar temperatures.

Measure and record Plant DC voltage and AC ripple current.

Visually inspect 100% of all cells for:

- Excessive sediment buildup.
- Plate shedding.
- Sulfation and/or contamination.
- Post seal integrity.
- Proper electrolyte level.
- Cracks and/or leaks.
- Flame arrestor integrity.
- Link integrity.

Add distilled water to bring electrolyte to proper level.

Clean all cells/jars, and battery racks.

Analyze all recorded and observed data.

Provide written report to the Contract Administrator/Designee.

Visually inspect 100% of all cell / jar link resistances.

Visually inspect 100% of all cell / jar specific gravities.

Visually inspect 100% of all cell / jar temperatures.

Re-torque all link connections to specifications.

Re-torque all rack bolts to specifications.

**EXHIBIT IV - SCOPE OF WORK – TELECOMMUNICATIONS DC POWER SYSTEM
PREVENTIVE MAINTENANCE**

Semi-Annual - Items performed once every 6 months:

Measure and record the following:

Rectifier Input voltage & currents.

Rectifier Output voltages & currents.

Regulation and ripple data.

Compare front panel meter readings with above measurements and verify 2% accuracy.

Perform visual inspection of all transformers, filter capacitors and wiring.

Check all electrical terminations for proper tightness and signs of overheating.

Verify Equalize timer operation and voltage setting.

Check protection and alarm settings.

Verify current limit calibrations.

Check Forced parallel / Load share circuit operation, adjust as necessary.

Verify operation of Low Voltage Load Disconnect panel (Customer permission required).

Inspect fuse panel and fuse blown indicators.

Verify operation of control and alarm panel.

Check remote alarm & status indicators and note any deficiencies.

Provide one copy of recorded data to the Contract Administrator/Designee.

Thoroughly clean interior and exterior of equipment.

Check all fans for free and quiet rotation (if applicable).

Download and review a copy of the alarm log and the system configuration.

EXHIBIT V - SCOPE OF WORK – POWER LINE CONDITIONER PREVENTIVE MAINTENANCE

Semi-Annual - Items performed once every 6 months:

Measure and Record the following:

Input voltages & currents.

Output voltages & currents.

Check alarm / status indicator, note any deficiencies.

Vacuum and clean interior and exterior.

Inspect, test & clean all major sub-assemblies and replace defective or marginal components.

Check all electrical terminations for proper tightness and signs of overheating.

Perform mechanical inspection of all transformers, filter capacitors and wiring.

Check unit power supplies.

Check line/loss overvoltage protection settings.

Perform functional tap switching test using Tandy 102/200.

Provide one copy of recorded data to the Contract Administrator/Designee.

EXHIBIT VI - SCOPE OF WORK – AUTOMATIC TRANSFER SWITCH PREVENTIVE MAINTENANCE

Semi-Annual - Items performed once every 6 months:

Check all electrical terminations, wiring harnesses and circuit boards for proper tightness and signs of overheating.

Thoroughly clean interior and exterior of equipment.

Check alarm set points if applicable.

Visually inspect the automatic transfer switch, lubricate mechanicals per the manufacturer's recommendation.

Transfer load to emergency source, with County permission.

Check time delays and overall operation, including exerciser operation and return to normal function.

Return system to automatic, if applicable.

Measure and record the following:

Preferred, Alternate and Critical Buss voltages & currents.

Delta voltages (difference between Source 1, Source 2 & Critical Buss Output).

Frequency of Preferred, Alternate and Critical Buss.

Compare front panel meter readings with above measurements and verify accuracy within Manufacturer's specifications.

Document source supply critical load.

Check alarm/status indicators, note any deficiencies.

Transfer critical load to Alternate source, with County permission.

EXHIBIT VII - SCOPE OF WORK – STATIC TRANSFER SWITCH PREVENTIVE MAINTENANCE

Semi-Annual - Items performed once every 6 months:

Check all electrical terminations for proper tightness and signs of overheating.

Inspect transformers, wire harness, and circuit breakers for signs of overheating.

Thoroughly clean interior and exterior of equipment.

Check alarm set points if applicable.

Visually inspect the manual transfer switch, lubricate mechanicals per the manufacturer's recommendation.

Measure and record the following:

Preferred, Alternate and Critical Buss voltages & currents.

Delta voltages (difference between Preferred, Alternate and Critical Buss).

Frequency of Preferred, Alternate, and Critical Buss.

Operate Maintenance Bypass (if equipped).

Ensure proper operation.

Measure and record all power supplies.

Record all software revisions and update if needed.

Verify Preferred Source failure transfers to Alternate (Customer Permission required).

Check all fans for free and quiet rotation.

Visually inspect and clean interior and exterior of STS.

Provide one copy of recorded data to the Contract Administrator/Designee.

Transfer critical load to Alternate source. At a fibernet site or location, there must be a backup generator towed to the site. The Contractor must provide the generator.

EXHIBIT VIII - SCOPE OF WORK – POWER DISTRIBUTION UNIT PREVENTIVE MAINTENANCE

Semi-Annual - Items performed once every 6 months:

Measure and record Input, Output and Neutral voltages and currents.

De-energize equipment (Customer permission required).

Verify function of Emergency Power Off circuits. (Customer permission required).

Check all electrical terminations for proper tightness and signs of overheating.

Inspect transformers, wire harness, and circuit breakers for signs of overheating.

Thoroughly clean interior and exterior of equipment.

Re-energize system.

Check alarm set points if applicable.

Check operation of metering controls and alarms.

Check all fans for free and quiet rotation (if applicable).

Provide one copy of recorded data to the Contract Administrator/Designee.

4. **SCOPE OF WORK FOR GROUPS II AND III FOR THE DEPARTMENT OF TECHNOLOGY SERVICES** – Fibernet HUB Sites and Telecommunications Services. The Department of Technology Service's Scope of Services for the UPSs is the same as the Department of General Services' Scope of Services for the UPSs.

4.1 **DESCRIPTION**

The following is a brief description of the Fibernet system and the Manufacturers' part numbers used at all County Fibernet Hub Sites.

Montgomery County has 10 DC power plants deployed throughout the County's Fibernet system. All 10 of these systems are the AGM-600 Amp Power Plant (Ratelco Electronics, Inc. or C&D Technologies, Inc.) with Liberty 2000 series VRLA HD300 batteries (24).

4.2

SEMI-ANNUAL INSPECTION, TESTING

Preventative maintenance expectations for the Montgomery County FiberNet C&D (Ratelco) AMG 600 Power Plant, Multitel Web Gate, and Guardian XP (MXP2 G188 Remote Monitoring System).

- Coordinate with Contract Administrator/Designee (DTS) for preventive maintenance at least three weeks prior to the anticipated site visit.

- Review prior maintenance history to determine if any conditions were noted on previous visits that require follow-up action.

Any Maintenance activity that takes the battery plant “out of circuit” requires that the on-site Genset be started and confirmed ready for operation by verifying the “Source Available – Emergency” LED indication is lit on the ASCO Automatic Transfer Switch.

In response to this RFP, provide any additional procedures and suggestions that improve the preventative maintenance of the fiber net site DC power plants.

Montgomery County DTS required Maintenance Procedures/Checklist

- 4.2.1 Check for any alarms or conditions that would necessitate deviating from below Scope of Work and if so, notify the Contract Administrator/Designee immediately and do not proceed until options have been discussed and approved by Contract Administrator/Designee. Such alarms or conditions include but are not necessarily limited to:
 - a. Loss of N+1 rectifier module redundancy.
 - b. Swollen or leaky battery jars.
 - c. Corroded battery posts or links.
 - d. Loss of air conditioning.
 - e. Water on floor.
 - f. Signs of overheated connections.
 - g. Ambient temperature over 85 degrees F.
- 4.2.2 Using a calibrated (certified) Fluke 87 or equivalent DMM:
 - a. Measure and record battery plant DC float voltage,
 - b. Half string voltages,
 - c. AC ripple voltage,
 - d. DC charge current,
 - e. AC ripple current.
- 4.2.3 Using an Albe'r Cellcorder or equivalent battery tester, measure and record:
 - a. All individual cell voltages,
 - b. All individual cell internal impedances,
 - c. Inter-cell link resistances.
- 4.2.4 Verify/calibrate rectifier current meter against rectifier current test jacks. In Semi-Annual visit (refer to previous visits ticket) re-torque battery links using torque wrench.
- 4.2.5 If all the above battery checks are normal, lower the rectifier float voltage just sufficient to cause full load current to be supplied by battery plant. Allow this condition to exist for 10 minutes then record battery string and half string voltages. Return rectifiers to full float and immediately scan battery posts and terminals with a hand-held infrared temperature probe.
- 4.2.6 Review all the above battery plant data, for absolute value compliance as well as comparing against results from previous visit. If any conditions are noted that would jeopardize continuous power to the load during the remainder of the PM, notify the Contract Administrator/Designee immediately to discuss options and obtain permission before proceeding.
- 4.2.7 Verify proper fan operation on all plug-in rectifier modules.

- 4.2.8 Contact the DTS Personnel indicating that a rectifier is being removed and a “Minor Rectifier Alarm” is expected.
- 4.2.9 Cycle the spare rectifier module, if available on site, back into operation. Return to spare the oldest in use Rectifier.
- 4.2.10 Vacuum and clean all surface areas with appropriate cleaning techniques. This shall include all surfaces of the Battery/Rectifier System and the spaces immediately adjacent to it. Pay particular attention to horizontal surfaces and the immediate floor area.
- Remove remaining rectifier modules one at time, clean with vacuum and LP air then place back into operation.
 - Open door on system shelf, clean with vacuum and LP air.
- 4.2.11 Verify system shelf digital meter calibration for proper voltage and current readings. If required, recalibrate following Factory recommended procedures.
- 4.2.12 As each Hub might have slightly different settings and actions, each site setting must be confirmed by the County. Verify/calibrate system shelf settings for:
- a. High Voltage Shutdown (HVS)
 - b. High Voltage Alarm (HVA)
 - c. Low Voltage Alarm (LVA)
 - d. Over-temperature (TEMP) (Use heat gun and IR temp probe)
 - e. Minor Alarm
 - f. Major Alarm
 - g. With LVLD in Bypass:
 - i. Low Voltage Load Disconnect (Drop-out)
 - ii Low Voltage Load Disconnect (Pick-up)
 - h. Float Voltage
 - i. Equalize Voltage
 - j. Plant Current
- 4.2.13 Verify/calibrate rectifier module load sharing per Written Factory procedures.
- 4.2.14 Using front panel display of Guardian XP, verify that display concurs with values and events as follows:
- a. System general information mode:
Unit ID, name, date, time, baud rate, TEL line state, software version.
 - b. Analog channels – the following analog alarms are an example of how some Guardian XP analog interfaces or are programmed, but actual program designation of each analog interface could vary from site to site. There are actually 34 analog interfaces, not all are used:
Name, scale, sign, threshold values and analog value:
 - 1) ANA1 - DC Float Voltage
 - 2) ANA2 - System Load Current
 - 3) ANA3 - Ambient Temperature
 - 4) ANA4 - Battery Charge/Discharge current
 - 5) ANA5 - Mid-point string voltage
 - 6) ANA6 - Rectifier AC input Voltage
 - 7) ANA7 – Generator Approach Low Oil
 - 8) ANA8 thru 11 (Not used)
 - 9) ANA12 – Battery string top row temperature
 - 10) ANA13 – Battery string middle row temperature
 - 11) ANA14 – Battery string bottom row temperature

- 12) ANA15 – Battery string ambient temperature
- 13) ANA16 – Theory Midpoint
- 14) ANA17 – Delta Midpoint
- 15) ANA18 – Delta Temperature 1
- 16) ANA19 – Delta Temperature 2
- 17) ANA20 – Delta Temperature 3
- 18) ANA21 – Plant Power
- 19) ANA22 – Battery Power
- 20) ANA23 – Battery Ampere Hour
- 21) ANA24 – Discharge Peak Ah
- 22) ANA25 – ANA12+ANA13
- 23) ANA26 – ANA25+ANA14
- 24) ANA27 - Average Battery Temperature

c. Binary input channel:

Name, BRG margin voltage, Battery Margin Voltage and masking time.

- 1) E1 – Over-temperature alarm
- 2) E2 – DC Distribution Breaker tripped
- 3) E3 – Low Voltage Alarm
- 4) E4 – High Voltage Alarm
- 5) E5 – High Voltage Alarm
- 6) E6 – Low Voltage Load Disconnect
- 7) E7 – Minor Alarm
- 8) E8 – Major Alarm

d. Programmable output channels

Name, state, operating mode, activation and deactivation delay:

- 1) OC1 thru OC8 Not Used
- 2) OC9 – Low Voltage Load Disconnect (with LVLD in Bypass mode)
- 3) OC10 – High Voltage Shutdown
- 4) OC11 – Equalize
- 5) OC12 – Rectifier Re-start

e. Automatic equalize:

Name, state, voltage ON, voltage OFF, delay ON or current OFF and maximum duration.

f. Cyclic Equalize:

Name, state, start time, duration and TEMP OFF

Repair/Calibrate any Guardian XP functions not operating properly.

4.2.15 Schedule with DTS Personnel at least two weeks in advance, any preventive maintenance semi-annual task. All 10 dc power plants are to be scheduled from start to finish. All 10 PM's are to be completed within five (5) working days.

4.2.16 Complete service tickets, notify the Contract Administrator/Designee that PM is completed, and advise of any conditions noted that would be cause for immediate action, leave copy of service ticket on site. Leave a copy of service ticket and all test results (portable printer is required by the Contractor)

4.2.17 Copy of report to be included in summary report sent to the Contract Administrator/Designee after completion of all sites – regular reports.

5. **ADDITIONAL WORK**

Additional work is any work that does not fall under the Preventive Maintenance, Inspection and Testing Scope of Work. It includes major repairs, including battery replacements, Special Testing, Modifications and orders for fulfillment of future Critical Power needs. Additional Work may be performed at the time of preventive maintenance, if authorized by the Contract Administrator/Designee. Otherwise, the Contractor must respond to Additional Work calls within three (3) business days after receipt of call from the Contract Administrator/designee. For repairs, finite life parts replacements (batteries, fans, DC capacitors, etc.) replacements or modifications on existing equipment, the Contractor must complete a Job Authorization Form (JAF) and submit it to the Contract Administrator/Designee. If approved at the time of Preventive Maintenance, the JAF is to be a Not-To Exceed Amount, and must include all costs for the completed job, including hourly rates listed in the Contract, and all materials necessary to perform the work. The JAF must also include a completion date for the work to be performed. Other than the cost for batteries listed on Attachment I, the cost for materials, will be in accordance with Section I.9.

If the JAF is determined to be excessive in cost or completion time, the County reserves the right to solicit proposals from other sources in accordance with the Procurement Regulations; or, the County may perform the work utilizing in-house resources.

On request from the County, the Contractor must provide hands-on instruction to County personnel in the operation, safety precautions and recommended supplementary inspections of the Equipment as well as any Manuals which describe such equipment and instructions. The instruction will be requested by the Contract Administrator/Designee and be done in accordance with the procedures for "Additional Work".

6. **EMERGENCY SERVICES**

The Contractor must respond to requests for Emergency Service as defined herein. The County reserves the right to specify what constitutes the emergency situation. Emergency services will comply with all requirements of the Scope of Work. Labor shall be billed at the applicable hourly rates listed in the contract. Emergency Services during the normal work day (8:00 AM to 5:00 PM) will be billed at the Regular Hourly Rate. Emergency Services during all other times will be billed at the Overtime/Holiday Hourly Rate. The Contractor will be required to maintain an Emergency Service Hot Line 24 hours a day, seven days a week, 52 weeks a year. After inspecting the equipment, the Contractor will give the Contract Administrator/Designee an Estimate. The Contract Administrator/Designee will either give verbal approval or disapproval for the Contractor to perform the work.

Critical Emergencies

Critical Emergencies are incidents which require rapid response for repairs and pose an immediate detrimental impact on the function of the communication/computer systems, components or dependant services. The Contractor will be required to respond on-site **within two (2) hours** of the emergency call being made to the Contractor.

General Emergencies

General Emergencies are equipment outages or breakages that require rapid response, but do not pose an immediate system problem. The Contractor will be required to respond on-site **within four (4) hours** of the call being made to the Contractor.

7. **CONTRACTOR'S QUALIFICATIONS**

The Offeror must provide evidence of its experience in providing UPS and garages emergency lighting inverters design, installation, maintenance and repair services. The Offeror must be an established entity with experience in providing UPS services of the types and to the extent as defined in these Scope of Services and evidence that the Offeror has successfully conducted such operations for a period of not less than five (5) years.

8. **CONTRACTOR'S RESPONSIBILITIES**

The Contractor shall work from verbal and/or written instructions, sketches, or drawings. The Contractor is to have sufficient resources, i.e., personnel, equipment, etc., to be able to respond to more than one (1) job at any given time.

The Contractor must submit daily time ticket(s) with its invoices to the Contract Administrator/Designee. The daily time ticket(s) must contain the name(s) of UPS Senior Technicians and UPS Technician Apprentices together with hours worked on that date, a brief description of the daily activities and a list of all materials used for that day.

The Contractor will be responsible for the proper conduct of all Contractor personnel while on County premises. Contractor shall not employ any person or persons in or about the premises who shall use improper language or act in a loud or boisterous manner. Contractor agrees to dispense with the services of any employee, under this Contract, whose conduct the Contract Administrator/Designee confirms is detrimental to the best interest of the County. Substitution or replacement of any person assigned to the contract and named in the proposal shall be with a person of comparable education, knowledge and training. The Contract Administrator/Designee must approve the replacement personnel in writing.

The UPS technicians must be able to communicate clearly in the English language. No change of personnel shall be made without the written approval of the Contract Administrator/Designee.

9. **COUNTY'S RESPONSIBILITY**

The County, through its approval of the individual JAF, will be responsible for the assignment of specific tasks, the encumbrance of funds (Purchase Orders), providing general guidance, and timely payment of invoices based on uninterruptible power supply services completed.

SECTION D - PERFORMANCE PERIOD

1. **TERM**

The effective date of this Contract begins upon signature by the Director, Department of General Services. The period in which Contractor must perform all work under the Contract begins on the Contract's effective date and ends after a one (1) year period. The Contractor must also perform all work in accordance with time periods stated in the Scope of Services. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term three (3) times for one (1) year each.

2. **PRICE ADJUSTMENTS**

Prices quoted are firm for a period of two years after execution of the contract. Any request for a price adjustment, after this two-year period is subject to the following:

- Approval or rejection by the Director, Department of General Services or designee
- Submitted in writing to the Director, Department of General Services and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the county sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- Submitted sixty (60) days prior to contract expiration date, if the contract is being amended.
- May not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore,

DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.

- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the contractor's request.
- Executed by written contract amendment.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA

1. PROCEDURES

- a. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section E.2.a. The QSC will also review an offeror for responsibility.
- b. Vendor interviews will not be conducted.
- c. The QSC will make its award recommendation of the highest ranked offeror based on the QSC's written scores and its responsibility determination.
- d. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Department of General Services.
- e. The Director, Department of General Services, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- f. Upon approval of a recommended award to a proposed awardee, by the Director, Department of General Services, the County will enter into negotiations with the proposed awardee. If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.
- g. After the successful conclusion of negotiations, the Director will publicly post the name of the proposed awardee.
- h. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

2. EVALUATION CRITERIA

POINTS

- a. Written Proposal Evaluation Criteria
The QSC will evaluate the written proposals based on the following criteria.
 1. Describe experience in the past five (5) years providing services to UPS and communication DC power plants systems including system modification/design and project management for systems similar in size and nature. 10
 2. Experience in providing services for the following UPS and Communication DC Power Plants systems that are being used in Montgomery County Fibernet Sites: Mitsubishi 225 KVA Model 9800, Best Unity 20 KVA Model UT3220, Liebert 150 KVA Model AP600T, Liebert 225 KVA Model U39SA229COCB, Liebert 600A Static Switch, Mitsubishi 9700, Mitsubishi 9900A, and PDI 250 AMP Static Switch. 15
 3. Experience in responding to emergency calls (submit evidence that your firm has the ability to provide UPS emergency services. 10
 4. Experience of the individuals, including subcontractor's employees, who will be assigned to carry out the work (Include a specific resume for each, delineating education, professional licenses held, current area of residence, labor category, and actual work experience illustrating each individual's knowledge, skills, and areas of expertise). The list of individuals must include at least five (5) full-time certified Senior UPS and two (2) full time 20

- (40 hours per week) UPS Technician Apprentices.
- | | |
|---|-----|
| 5. Describe the training program each employee must complete before assignment to outside jobs. | 20 |
| 6. Describe the training program each employee must complete before assignment to outside jobs | 10 |
| 7. Cost (Fee Scheduled – Attachment I) | 25 |
| Highest possible QSC score for written proposal evaluation: | 100 |

SECTION F - SUBMISSIONS

1. PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

Offerors must submit one original and three (3) copies of their proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):`

- a. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number and fax number.
- b. Table of contents of Proposal.
- c. The Acknowledgment (page 5) of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.
- d. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County. (see Attachment A)
- e. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit the appropriate Wage Requirements forms in Attachment G. Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.
- f. Metropolitan Washington Council of Governments Rider Clause - Attachment B
- g. Minority Business Program and Offeror's Representation - Attachment C
- h. Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D). To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.**
- i. Organizational Chart illustrating the firm's structure and division of services/activities.
- j. Clearly articulated description of the firm's experience and qualifications as related to performing uninterrupted power supply services and communications DC power plants systems including system modification/design and project management for systems similar in size and nature (see Section C – Scope of Services). Include names of clients, size and duration of contracts, services provided, examples of work, etc.
- k. Provide a description of projects currently active or expected to be active concurrently with this contract.
- l. Describe your experience in providing services for UPS and Communication DC Power Plants systems, such as Mitsubishi 225 KVA Model 9800, Best Unity 20 KVA Model UT3220, Liebert 150 KVA Model AP600T, Liebert 225 KVA Model U39SA229COCB, Liebert 600A Static Switch, Mitsubishi 9700, Mitsubishi 9900A, and PDI 250 AMP Static Switch.
- m. Describe your experience in responding to emergency calls (submit evidence that your firm has the ability to provide UPS emergency services). Submit a telephone number for the Emergency Services.

- n. Provide resumes and statements of experience of the individuals, including subcontractor's employees, who will be assigned to carry out the work. Include specific information on education, professional licenses held, current area of residence, labor category, and actual work experience illustrating each individual's knowledge, skills, and areas of expertise. The list of individuals must include at least five (5) full-time Certified Senior UPS Technicians and two (2) full-time (40 hours per week) UPS Technician Apprentices. Submit a copy of each of the Technician's Certifications.
- o. Describe the training program each employee must complete before assignment to outside jobs.
- p. Describe your stock (inventory) of high failure type parts for all equipment to be supported under the Contract.
- q. Provide any additional procedures and suggestions that could improve the Preventive Maintenance of the FiberNet Site Power Plants (Section C.4.2)
- r. Provide evidence of experience in providing UPS and garages emergency lighting inverters design, installation, maintenance and repair services.
- s. Fee Schedule – Attachment I
- t. Copy of Catalog(s)/Price List(s) for Batteries (See Provision I.20)
- u. Provide evidence of a service facility (See Provision I.15)

2. AWARD SUBMISSIONS

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – Attachment D
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – Attachment E
- c. Certificate of Insurance (see Mandatory Insurance Requirements) - Attachment F
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice.

SECTION G - COMPENSATION

The Contractor shall bill the County within ten (10) days upon completion of services performed during the month in accordance with the contract prices set forth herein.

Contractor shall submit (2 copies) of each invoice supported by records of "Time and Material" along with the Contractor's complete copy of the Job Authorization Form (Attachment J). A copy of any warranty, paid receipts for material/equipment used or installed for each job performed shall be submitted with the invoice, only when the material is purchased for a specific job. The shelf life shall be provided when a part is replaced.

The Contract Administrator/Designee will decline the application for payment, unless all Contractor's Daily Reports (Attachment K) for the month being invoiced have been received by the County. Those invoices not acceptable to the County will be returned to the Contractor for correction. The County shall pay the Contractor within thirty (30) days after approval of correct invoices and completion of the services whichever is later.

The County's Standard Payment terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount conditioned on a thirty-day or greater payment basis will be utilized to recalculate prices during the Method of Award/Evaluation process. Prompt payment discounts may be offered on a shorter payment basis and may be exercised at the County's option at any time during the contract, but will not be considered during the Method of Award/Evaluation process.

The Contract Administrator/Designee may decline to approve an invoice and may withhold the invoice in whole or in part, to the extent necessary to protect the County, if the work is not in compliance with the terms and

conditions of the contract document. The Contract Administrator/Designee may also decline to approve any invoice, or because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of any invoice previously issued, to such extent as may be necessary to protect the County from loss, because of, but not limited to the following:

- a. Defective work not remedied.
- b. Third party claims filed or reasonable evidence indicating probable filing of such claim(s).
- c. Failure of the Contractor to make payments properly to Subcontractors for labor, materials, or equipment.
- d. Reasonable indication that the work will not be completed within contract time.
- e. Unsatisfactory prosecution and/or performance of the work by the Contractor.

SECTION H - CONTRACT ADMINISTRATOR

1. AUTHORITY

The Director, Department of General Services, is the delegated Contracting Officer. Therefore, the Director, Department of General Services, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

2. USING DEPARTMENT

The Contract Administrator for any Contract resulting from this solicitation will be Richard Jackson, Chief Division of Facilities Management, Department of General Services, 1301 Seven Locks Road, Rockville, MD 20854 (240) 777-5359. The Contract Administrator's Designees are Homer Bakhtiary for Group I, and Jim Colbert for Groups II and III.

The Contract Administrator's duties include, but are not limited to the following:

1. Serve as liaison between the County and Contractor;
2. Give direction to the Contractor to ensure satisfactory and complete performance;
3. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
4. Serve as Records Custodian for this contract, including Wage Requirements;
5. Accept or reject the contractor's performance;
6. Furnish timely written notice of the contractor's performance failures to the Director, Department of General Services and to the County Attorney, as appropriate;
7. Prepare required reports;
8. Approve or reject invoices for payment;
9. Recommend contract modifications or terminations to the Director, Department of General Services;
10. Issue notices to proceed; and
11. Monitor and verify compliance with any MFD Performance Plan.

SECTION I - SPECIAL TERMS AND CONDITIONS

1. COMMUNICATION

The Contractor must provide a business phone that is available twenty-four (24) hours a day, seven days a week for communication between the County and Contractor (including weekends and holidays).

The Contractor must have daily, direct access to a fax machine and email.

In an event of an incident or equipment failure, during a preventative maintenance service provided by the Contractor, Contractor is responsible to provide a written explanation of the incident within one week after occurring of the incident.

Contractor is required to provide ten working days of advance notice for semi-annual PM, rescheduling semi-annual PM or other work requiring scheduling.

Contractor is required to provide a list of semi-annual PM to the Contract Administrator every December of the calendar year for the coming new calendar year.

2. **CONTRACTOR RESPONSE**

- a. The Contractor must be available twenty-four (24) hours a day, seven (7) days a week to respond to requests by the Contractor Administrator for emergency repairs.
- b. For work other than emergency service the Contractor must respond with a JAF Not-To-Exceed Estimate (NTE) within three (3) business days of a call for service.

3. **DEBRIS**

Removal and disposal of debris, including compliance with any and all environmental requirements, by the Contractor, and disposal of old batteries shall be the responsibility of the Contractor. Contractor shall transport used wiring, parts, batteries etc., off site for deposit at a recognized refuse/recycling collection center. Disposal of debris shall be at no additional charge to the County.

5. **ESTIMATES**

The Contractor will prepare and submit a Job Authorization Form (JAF) (Attachment J) to the Contract Administrator for approval prior to performing time and material work, in accordance with contract prices, containing the following:

- a. Brief description of the work to be performed
- b. Number of labor hours and types of labor
- c. Materials required and cost estimate
- d. subcontractor Name/Service, if any
- e. Itemized rental equipment and cost, if any
- f. Estimated completion date
- g. Contract number
- h. Signature verifying estimate

No request will be considered for compensation in addition to the price submitted in the Job Authorization Form (JAF) unless modified in writing by the Contract Administrator/Designee.

If the Job Authorization Form (JAF - Attachment "J"), Not-To-Exceed Estimates (NTE) are determined to be excessive in cost or completion date, the County reserves the right to solicit proposals as per the Montgomery County Procurement Regulations.

6. **INSPECTION**

All work and materials supplied under these specifications will be subject to inspection by the Contract Administrator/Designee. All parts of the work shall be accessible to the Contract Administrator/Designee. The Contractor must correct, in its entirety, any work that is defective under these specifications, to the satisfaction of the Contract Administrator/Designee.

7. **INVESTIGATIONS**

The County may make any further investigation as it deems necessary to determine the ability of the offeror to perform the work. The offeror must promptly furnish the County all such information and data for this purpose as the County may request.

8. **INVOICES**

True and corrected invoices should be forwarded to:

Group I – DGS
Homer Bakhtiary, Senior Engineer
Department of General Services
Division of Facilities Management

1301 Seven Locks Road, Rockville, MD 20854
Telephone number (240) 777-5365

Groups II and III – DTS
Jim Colbert
Department of Technology Services
100 Maryland, Avenue, Suite , Rockville, MD 20850
Telephone number (240) 777-2996

9. **MATERIAL**

The County reserves the right to furnish any or all materials for work under this contract. Normally, the Contractor will furnish required materials. Materials supplied by the Contractor, other than the batteries listed on the Fee Scheduled, shall be at Contractor's Cost including, if appropriate, a fixed material handling cost not to exceed 10% of the material cost. Material handling cost is to include all appropriate indirect costs allocated to direct materials in accordance with the Contractor's usual accounting procedures. Contractor's charges for materials shall be based on established Catalog or List Price in effect when material is furnished, less all applicable discounts and in no event shall the price exceed the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

10. **PARTS FURNISHED**

Only new standard parts (Manufactured by the maker of the original equipment or parts authorized by the original equipment manufacturer) shall be furnished by the Contractor. All parts shall be of current manufacturer and shall have full versatility with presently installed equipment. Used, remanufactured or reconditioned parts will not be acceptable.

11. **PERMITS**

The Contractor will be responsible for obtaining all necessary permits to perform specific work as required and will be responsible for scheduling inspections and adhering to National, State of Maryland, County and Municipal code requirements related hereto.

12. **PERSONNEL**

The Contractor must have as part of their regularly employed staff:

- a. A minimum of five (5) full-time (40 hours per week) Certified Senior UPS Technicians. The Contractor shall provide the County with a copy of certification, confirming both regularly employed UPS technicians have received certification from a recognized engineering trade school (e.g., Excide, Mitsubishi, Liebert, or equal). One of the Senior UPS Technicians must be designated as a lead person on each job. The lead person(s) must be present on the site at all times.
- b. A minimum of two (2) full-time (40 hours per week) Certified UPS Technician Apprentices.
- c. It shall be the responsibility of the Contractor's service personnel to log in and out, where directed by the County's representative, each time he/she visits the site for either scheduled or emergency service work.
- d. The Contractor's employees (regardless of labor classification), must carry a photograph identification badge provided by the Contractor identifying themselves while on County work sites. The photo on the badge must have been taken within two years of the contract award date and pertinent information on the photo I.D. badge must include the employee's full name, company name, address, phone number, the employee's identification number and the signature of the employee's supervisor. The Contractor's Certified Senior UPS technicians and UPS Technician Apprentices must be able to communicate clearly in the English language.
- e. The County reserves the right to request a background investigation, based on the facility being serviced, from the Contractor for any/all employees under this Contract, at any time during the

duration of this Contract. The County, at its own cost, may also conduct its own background investigation of any employee under this Contract in addition to any investigation by the Contractor. The background investigations being provided by the Contractor will be at its own cost. The background investigations are to be submitted to the Contract Administrator/Designee.

13. QUANTITIES

It is estimated the yearly expenditures under this Contract will approximate the dollar estimates listed on the Fee Schedule. Under the terms of this "Request For Proposals" for UPS preventative maintenance, Standard Preventative Maintenance shall be applied.

Standard Service Preventative Maintenance Contract must include:

- 1) Two major PM visits per annual.
- 2) All components found to be defective during the PM visit will be replaced with an additional charge for the components or materials. Contractor shall provide Job Authorization Form to include time and material.
- 3) Parts used from County-owned Spare Parts Kit will be replaced by contractor in kind. The replacement of parts to the spare parts kit will be done by a JAF.
- 4) Contractor in response to this RFP shall provide specific tasks to be performed under Standard Preventative Maintenance contract during a major PM visit and set forth in the exhibits for the UPS and DC power plant which was provided in Group I and Group II.

14. WORKING DAYS AND HOURS

Service shall be on an as-needed basis and upon direction of the Contract Administrator or designee. All work must be performed by competent UPS technicians, experienced in UPS service. All work must be first class in accordance with good commercial practice. Regular working hours (less Additional Work) will be 8:00 AM to 5:00 PM, Monday through Friday, excluding weekends and County Holidays. Any changes in these working hours must be approved in advance. The Contractor must have sufficient resources to respond to more than one job at any given time should the need arise. County holidays are as follows:

New Year's Day	Dr. Martin Luther King's Birthday	Presidents' Day
Memorial Day	Independence Day	Labor Day
Veterans' Day	Thanksgiving Day	Christmas Day

Overtime hours are any hours after 5:00 PM and before 8:00 AM, Monday through Friday, and hours on Saturday, Sunday or County Holidays.

15. SERVICE FACILITY

The Contractor must demonstrate evidence of a service facility, as well as an adequate supply of UPS parts and inventory to provide both regular and emergency UPS services as described in the Scope of Services. The facility shall be owned or leased by the Contractor and such ownership or lease shall be effective during the entire term of the contract. The facility may be inspected prior to award of the Contract or any time during the contract period. The facility must be located within a 60 mile radius of 1301 Seven Locks Road, Rockville, Maryland 20854 via MapQuest mileage calculation.

16. STORAGE

Material or equipment comprised of spare parts may be stored by the Contractor, as directed by the Contract Administrator/Designee, at those County facilities listed on the Fee Schedule for Semi-Annual

Inspection, Testing and major repairs. The Contractor must assume all responsibility and liability for the parts they store on County premises.

17. **TOOLS AND EQUIPMENT**

All vehicles, tools and equipment, considered to be normal and customary to the trade and utilized in the performance of the work shall be furnished by the Contractor, at no additional cost to the County. The equipment used shall be of sufficient type, capacity and quality to safely and efficiently perform the work as specified.

No payment will be made for equipment rental unless specific approval is obtained before the fact and the rate is mutually agreed to by the Contractor and Contract Administrator/Designee. The Job Authorization Form (Attachment J) shall reflect such agreements.

All equipment is subject to inspection and approval by the Contract Administrator/Designee. Such approval may require on-site demonstration of the capability of any proposed equipment at no cost to the County. The Contractor shall maintain the same control, procedures and quality throughout.

The Contractor must own, or have in their possession a signed lease agreement for all tools and testing equipment necessary for performing Uninterruptible Power Supply Service as specified by the County.

18. **SUBCONTRACTING**

For work related to the intent of this Contract, Subcontractors may be utilized. No Subcontracting agreement will be authorized without prior approval of the Director, Department of General Services. Should the Contractor require the use of Subcontractors in the performance of work activities under this Contract, the Contractor will submit to the Contract Administrator/Designee, the name of the Subcontractor, and three (3) examples of projects of similar size and scope, to that which the Subcontractor would perform. The County reserves the right to reject any Subcontractor that does not provide qualified examples. No more than 50% of the aggregate estimated value of the Contract will be permitted to be subcontracted. All work subcontracted will be issued via a Job Authorization Form (JAF). If it is anticipated that a subcontractor will be utilized at various times and under certain conditions, please provide a resume for such subcontractor with the proposal.

19. **ADD OR DELETE**

During the contract term, the County shall have the right to add or delete power supply or UPS systems in County facilities to be served as may be considered necessary or desirable. Should a facility be added, the cost for Preventive Maintenance, Additional Work, and Emergency Services will be at the same rates for the same equipment listed in the Fee Schedule. If equipment is added during the contract term, the price will be prorated for that period. No payment will be made for facilities deleted. Facilities added or deleted will be done so by a contract amendment. The County also reserves the right to add facilities with equipment not listed herein. If equipment is not listed, a mutually agreed upon price will be negotiated, and will be prorated for the contract term. In the event that a location is deleted within the contract period, the Contractor agrees to reimburse the County, on a prorated basis, for the period of time that the equipment is deleted from the Contract.

20. **CATALOG DISCOUNT PRICES**

During the term of the Contract, the County may have a need to purchase replacement batteries for the UPS Systems listed herein. The prices for these items are to be quoted in terms of a Percentage Discount from a Current Manufacturer's Price List(s), inclusive of all charges for delivery as specified herein. The percentage discount is to include all charges for transportation; FOB destination; freight prepaid and allowed; inside delivery; installed; and all other charges necessary for performance of work as outlined herein. Discounts are less Federal, State and Local taxes. "List" shall be Manufacturer's Price List(s). Sources of "List Prices" are to be clearly described on the Fee Schedule. The Manufacturer's List Price plus added up percentage amounts are acceptable, provided they are clearly stated on the Fee Schedule. **The Offeror must submit one copy of the listed manufacturer's**

published catalog(s) and Manufacturer's Price List(s), either hard copy, CD ROM, or DVD, with the proposal.

The current manufacturer's published catalog(s) and manufacturer's Price List(s) submitted shall remain firm for a one-year period after execution of the Contract. After this one-year period, a price adjustment as reflected in newly published manufacturer's Price List(s) will be honored upon notification in writing and approval of the Contract Administrator/Designee. The Contractor must submit two copies of the manufacturer's newly published catalog(s) and manufacturer's Price List(s) with its request, either hard copy, CD ROM, or DVD. The request must be given in writing at least ten (10) working days in advance of such change. It is the responsibility of the Contractor to inform the County of any or all price changes. Should an order be placed before such notification, the Contractor will be obligated to honor either the ordered price or the changed price, whichever is less. The discount quoted shall remain firm for the entire contract period. However, during the contract term, the Contractor may offer further special discounts as a result of manufacturer's specials or large volume purchases.

SECTION J - ETHICS

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
 - (a) another party in the matter; or
 - (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

RFP #1013518

ATTACHMENT A

REFERENCES

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

RFP #1013518**ATTACHMENT B****METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE****USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
_____	_____	Alexandria, Virginia	_____	_____	Manassas Park, Virginia
_____	_____	Alexandria Public Schools	_____	_____	Maryland-National Capital Park & Planning
_____	_____	Alexandria Sanitation Authority	_____	_____	Commission
_____	_____	Arlington County, Virginia	_____	_____	Metropolitan Washington Airports Authority
_____	_____	Arlington County Public Schools	_____	_____	Metropolitan Washington Council of
_____	_____	Bladensburg, Maryland	_____	_____	Governments
_____	_____	Bowie, Maryland	_____	_____	Montgomery College
_____	_____	Charles County Public Schools	_____	_____	Montgomery County, Maryland
_____	_____	College Park, Maryland	_____	_____	Montgomery County Public Schools
_____	_____	Culpeper County, Virginia	_____	_____	Northern Virginia Community College
_____	_____	District of Columbia	_____	_____	OmniRide
_____	_____	District of Columbia Courts	_____	_____	Potomac & Rappahannock Transportation
_____	_____	District of Columbia Public Schools	_____	_____	Commission
_____	_____	District of Columbia Water & Sewer	_____	_____	Prince George's County, Maryland
_____	_____	Authority	_____	_____	Prince George's County Public Schools
_____	_____	Fairfax, Virginia	_____	_____	Prince William County, Virginia
_____	_____	Fairfax County, Virginia	_____	_____	Prince William County Public Schools
_____	_____	Fairfax County Water Authority	_____	_____	Prince William County Service
_____	_____	Falls Church, Virginia	_____	_____	Authority
_____	_____	Fauquier County Schools & Government,	_____	_____	Rockville, Maryland
_____	_____	Virginia	_____	_____	Spotsylvania County Schools
_____	_____	Frederick, Maryland	_____	_____	Stafford County, Virginia
_____	_____	Frederick County, Maryland	_____	_____	Takoma Park, Maryland
_____	_____	Gaithersburg, Maryland	_____	_____	Upper Occoquan Sewage Authority
_____	_____	Greenbelt, Maryland	_____	_____	Vienna, Virginia
_____	_____	Herndon, Virginia	_____	_____	Virginia Railway Express
_____	_____	Leesburg, Virginia	_____	_____	Washington Metropolitan Area Transit
_____	_____	Loudoun County, Virginia	_____	_____	Authority
_____	_____	Loudoun County Public Schools	_____	_____	Washington Suburban Sanitary Commission
_____	_____	Loudoun County Sanitation Authority	_____	_____	Winchester, Virginia
_____	_____	Manassas, Virginia	_____	_____	Winchester Public Schools
_____	_____	City of Manassas Public Schools	_____	_____	

Vendor's Name

RFP #1013518
ATTACHMENT C

Minority Business Program & Offeror's Representation

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 – “Minority Contracting” Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is not to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance, at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.


**Montgomery County MFD Report of Payments Received For Office Use
Office of Business Relations and Compliance**
SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO

DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project? YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() - ()
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program
Specialist II
255 Rockville Pike, Ste. 180
Rockville, MD 20850

RFP #1013518
ATTACHMENT D

Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document “Minority, Female, Disabled Person Subcontractor Performance Plan”.

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Office of Business Relations and Compliance. The letter must explain why a waiver is appropriate. The Director, Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, the Director, Department of General Services, must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

RFP #1013518
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

- A. Individual designated assigned by Contractor to monitor ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.
- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.
- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business (es) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

RFP #1013518

2. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

3. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

4. Certified By: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

RFP #1013518

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation through out the life of the contract or the basis for a full waiver request:

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

MFD Program Officer

Date: _____

MFD Program Officer

Date: _____

Full Waiver Approved:

Partial Waiver Approved:

Director
Department of General Services

Date: _____

Director
Department of General Services

Date: _____

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

RFP #1013518

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Director, Department of General Services

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

RFP #1013518
ATTACHMENT E

OFFEROR'S CERTIFICATION OF COST AND PRICE

The Director, Department of General Services, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

OFFEROR'S CERTIFICATION

This cost proposal reflects our best estimates and/or actual costs as of this date and conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

Name

Title

Name of Firm

Date of Submission

Signature of Authorized Representative

RFP #1013518
COST AND PRICE REQUIREMENTS

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

RFP #1013518
ATTACHMENT F

MANDATORY INSURANCE REQUIREMENTS

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of *two million dollars (\$2,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Automobile Liability Coverage

A minimum limit of liability of *one million dollars (\$1,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident*
- Bodily Injury by Disease - \$500,000 policy limits*
- Bodily Injury by Disease - \$100,000 each employee*

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Written notice of cancellation or material change of any of the policies is required.

Certificate Holder

Montgomery County, Maryland
DGS / Facilities Management / Valerie Hubanks
101 Monroe Street, 9th floor
Rockville, Maryland 20850
Contract #1013518

RFP #1013518
ATTACHMENT G
Wage Requirements for Services Contract Addendum
to the General Conditions of Contract Between County and Contractor

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

RFP #1013518
Wage Requirements Certification
(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

YOU MUST MARK ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The proposal price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

- ☐ 1. Reserved [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).
- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).

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- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) **(must specify the law, or furnish a copy of the contract or grant).**
- ☐ C. Nonprofit Wage & Health Information
This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).
- ☐ D. Nonprofit's Comparison Price(s) (if desired)
This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).
- ☐ E. Wage Requirements Reduction (if applicable)
This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$_____. See Section 11B-33A(d).

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

RFP #1013518**501(c) (3) Nonprofit Organization's Employee's
Wage and Health Insurance Form**

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

NOTE: IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

RFP #1013518
ATTACHMENT H

**Prevailing Wage Requirements for Construction Contract Addendum
to the General Conditions of Contract between County and Contractor**

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through www.LCPTTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
 - A. The name, address and telephone number of the Contractor or Subcontractor;
 - B. The name and location of the job;
 - C. Each employee's:
 - a. Name;
 - b. Current address unless previously reported;
 - c. Specific work classification;
 - d. Daily straight time and overtime hours;
 - e. Total straight time and overtime hours for the payroll period;
 - f. Rate of pay;
 - g. Fringe benefits by type and amount;
 - h. Gross wages.
5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;

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10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;

11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;

12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and

13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.

RFP #1013518**Attachment I****Fee Schedule****GROUP 1 - Department of General Services (DGS - Facilities)**

1008 Executive Office Building, Transportation Management Center (Items #s 1 to 5)
101 Monroe Street, Rockville

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
1.	UPS MODULE	BEST	FD 12.5 KVA	FD12.5K05902	12.5	1	\$ _____/Annual
	INTERNAL BATTERY	YUASA	NP24-12			10	
2.	UPS MODULE	BEST	FE 12.5 KVA	FE12.5K00364	12.5	1	\$ _____/Annual
	INTERNAL BATTERY	YUASA	NP24-12BFR			10	
3.	UPS MODULE	APC	SUVTPF15KFB2F	PS836140896	15/12	1	\$ _____/Annual
	INTERNAL BATTERY						
4.	UPS MODULE	POWERWARE	9155-8	FB131HBA-16	8/7.2	1	\$ _____/Annual
	INTERNAL BATTERY						
5.	UPS MODULE	POWERWARE	9155-8	FB131FBB02	8/7.2	1	\$ _____/Annual
	INTERNAL BATTERY	POWERWARE	PWHR1234W2FR				

Total Annual Price for Executive Office Building (Item #s 1 to 5) \$ _____

RFP #1013518**5101C Signal Shop (Item #6)**

1283 Seven Locks Road, Rockville

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
6.	UPS MODULE	GE	LP33	Q0050-4308-G236G	50/40	1	\$ _____/Annual
	EXTERNAL BATTERY	B&B	HR50-12FR			24	

Total Annual Price for Signal Shop (Item #6) \$ _____**1009**

Judicial Center (JC) (Item #7), Sheriff Department (Item #8), Circuit Court (Item #9)

50 Maryland Ave., Rockville

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
7.	UPS MODULE	mitsubishi	2033C	02-GK85Q1-02	15/12		\$ _____/Annual
	INTERNAL BATTERY				30		
8.	UPS MODULE	CHLORIDE	EDP70PLUS	B250068	18/18	1	\$ _____/Annual
	EXTERNAL BATTERY	POWER	UPS12-150MR			24	
9.	UPS MODULE	GE	LP33	Q0030-3208-G218G	30/24	1	\$ _____/Annual
	EXTERNAL BATTERY		HR33-12FR			24	

Total Annual Price for Judicial Center (Item #s 7 to 9) \$ _____

RFP #1013518**4036****PSCC**

ECC-Emergency Call Center – 911 (Item #s 10 to 12),

TMC/EOC Traffic Management Center/Emergency Operations Center (Item #s 13 to 16)

Electrical Room (Item #17)

1300 Quince Orchard Blvd., Gaithersburg

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
10.	UPS MODULE	mitsubishi	9900A*	10-7m73579-05	225/180	1	\$_____/Annual
	EXTERNAL BATTERIES	DYNASTY	UPS12-400MR			40	
	EXTERNAL BATTERIES	DYNASTY	UPS12-400MR			40	
11.	UPS MODULE	mitsubishi	9800	05-7M71009-01	225/180	1	\$_____/Annual
	EXTERNAL BATTERIES	DOUGLAS	DGPII650			240	
12.	PDU Module	LIEBERT	PPC050C	524054-1	50 AMP	1	\$_____/Annual
	PDU Module	LIEBERT	PPC050C	524054-2	50 AMP	1	
13.	UPS MODULE	LIEBERT	AP 600T	C255427/L104763	225/180	1	\$_____/Annual
	EXTERNAL BATTERIES	C&D	Liberty LS12-80			40	
	EXTERNAL BATTERIES	C&D	Liberty LS12-80			40	

* Under Warranty

(Continued on next page)

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ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
14.	UPS MODULE	LIEBERT	AP 600T	C255427/L104762	225/180	1	\$_____/Annual
	EXTERNAL BATTERIES	C&D	Liberty LS12-80			40	
	EXTERNAL BATTERIES	C&D	Liberty LS12-80			40	
15.	PDU Module	LIEBERT	PPA150C	535989-001	150 AMP	1	\$_____/Annual
	PDU Module	LIEBERT	PPA150C	535989-002	150 AMP	1	
16.	STATIC SWITCH	PDI	Wavestar 250 AMP	411-0066	220 AMP	1	\$_____/Annual
17.	UPS MODULE	BEST	FE7KVA	FE7K05798	7/5	1	\$_____/Annual
	INTERNAL BATTERIES	DYNASTY	UPS12-270FR			4	

Total Annual Price for PSCC (Item #s 10 to 17)\$_____

RFP #1013518

1015 Alternative Emergency Communication Center, (Alt. ECC) (Item #18)
 120 Maryland Avenue, Rockville, MD 20850

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
18.	UPS Module	Mitsubishi	9700	11-7M73774-01	100/80	1	\$_____/Annual
	External Battery	Mitsubishi	12HX400-FR	99038879		30	
	External Battery	Mitsubishi	12HX400-FR	99038880		30	
	PDU	LIEBERT	PPC050C	653772-00	50	1	
	PDU	LIEBERT	PPC050C	653772-002	50	1	
	PDU	LIEBERT	PPC050C	653772-003	50	1	

Total Annual Price for Alternative Emergency Communication Center (Item #18) \$_____

RFP #1013518**7307**

Strathmore Concert Hall (Item #s 19 to 27)
 5301 Tuckerman Lane, Rockville

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
19.	UPS Module	POWERWARE	PW5125 1500Va	UV392A0503	1.5	1	\$_____/Annual
	Internal Battery		NP7-12TFR			4	
20.	UPS Module	POWERWARE	PW5125 1500Va	UV392A0511	1.5	1	\$_____/Annual
	Internal Battery		NP7-12TFR			4	
21	UPS Module	POWERWARE	PW5125 1500Va	UV472A0196	1.5	1	\$_____/Annual
	Internal Battery		NP7-12TFR			4	
22.	UPS Module	POWERWARE	PW5125 1500Va	UV392A0499	1.5	15	\$_____/Annual
	Internal Battery		NP7-12TFR			4	
23.	UPS Module	POWERWARE	PW5125 1500Va	UV392A0499	1.5	15	\$_____/Annual
	Internal Battery		NP7-12TFR			4	

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RFP #1013518

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
24.	UPS Module	TRIPLITE	SU100RT	933ALCPS46430071	.1	1	\$_____/Annual
	Internal Battery		NP7-12TFR			3	
25.	Line Regulator	MGE-TOPAZ	TDL-100K-6	7A-0182	100	1	\$_____/Annual
26.	UPS Module	APC	BX1500LCD	7A-02721	75	1	\$_____/Annual
27.	UPS Module	APC	BX1500LCD	BB0819011763	1.5	1	\$_____/Annual
	Internal Battery						

Total Annual Price for Strathmore Concert Hall (Item #s 19 to 27) \$_____

RFP #1013518

6507 Division of Facilities Management (Item #28)
1301 Seven Locks Road, Potomac

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
28.	UPS Module	DELTEC	PRA2200	A00098996		1	\$ _____/Annual
	Internal Battery	POWER SONIC	PS12-180NB			4	

Total Annual Price for Division of Facilities Management (Item #28) \$ _____

1002 Rockville District Court (Item #29) and Juvenile Court (Item #30)
27 Courthouse Square, Rockville

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
29.	UPS Module	LIEBERT	GXT2-600RT208/120	0516500050BYC02	6/4.8	1	\$ _____/Annual
	Internal Battery		NPX-L35R			60	
30.	UPS Module	CPC	MD-3500	MD02257	3.5/3.5	1	\$ _____/Annual
	Internal Battery	POWER	PRC-1290S			16	

Total Annual Price for Rockville District Court (Item #29) and Juvenile Court (Item #30) \$ _____

RFP #1013518

8701 Department of Liquor Control (Item #31)
16650 Crabbs Branch Way, Rockville

***PM services must be performed after 5:00 P.M. at this facility**

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
31.	UPS Module	APC	SYAF16KT	QD0741180212	16/12.8	1	\$ _____/Annual
	Internal Battery					4	

Total Annual Price for Department of Liquor Control (Item #31) \$ _____

311 Call Center (Item #32)
51 Monroe Street, Rockville

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
32.	UPS Module	LIEBERT	Npower	37-8651	50/40	1	\$ _____/Annual
	External Batteries					40	

Total Annual Price for 311 Call Center (Item #32) \$ _____

RFP #1013518

9280 AFI Silver Theater (Item #33)
 8633 Colesville Road, Silver Spring

New (April 2010) 3 year Warranty

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
33.	UPS Module	MITSUBISHI	9900A 225KVA	097M73077-03	225	1	\$_____/Annual
	External Batteries	CHINA STORAGE	XHRL12620WFR			40	

Total Annual Price for AFI Silver Theater (Item #33) \$_____

1001 Council Office Building (COB) (Item #s 34 to 36)
 100 Maryland Avenue, Rockville

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
34.	UPS Module	APC	SUVTPE15KB2F	P50923140460	15/12	1	\$_____/Annual
	Internal Battery		SYBTH			2	
35.	UPS Module	BEST	F15KVA-B	5565598	15/12	1	\$_____/Annual
	Internal Battery	DYNASTY	UPS12300MR			14	
36.	UPS Module	EMERSON	AP515	19756/10014	125/120	1	\$_____/Annual
	External Battery					60	

Total Annual Price for Council Office Building (COB) (Item #s 34 to 36) \$_____

RFP #1013518**4508**

Montgomery County Correctional Facility (Item #s 37 to 42)
 22880 Whelan Lane, Boyds

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
37.	UPS Module	POWERWARE	9170	C651N018KAA02583		1	\$_____/Annual
	Internal Batteries					10	
	Internal Batteries					10	
	Internal Batteries					10	
	Internal Batteries					10	
	Internal Batteries					10	
	Internal Batteries					10	
	Internal Batteries					10	
	Internal Batteries					10	
38.	UPS Module	POWERWARE	9170	C650N9000J001809		1	\$_____/Annual
	Internal Batteries					10	
	Internal Batteries					10	
39.	UPS Module	POWERWARE	9170	C650N9000J001808		1	\$_____/Annual
	Internal Batteries					10	
	Internal Batteries					10	

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RFP #1013518

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
40.	UPS Module	POWERWARE	9170	C650N9000J001888		1	\$ _____/Annual
	Internal Batteries					10	
	Internal Batteries					10	
	Internal Batteries					10	
	Internal Batteries					10	
41.	UPS Module	POWERWARE	9170	C650N9000J001885		1	\$ _____/Annual
	Internal Batteries					10	
	Internal Batteries					10	
	Internal Batteries					10	
42.	UPS Module	POWERWARE	9170	C650N9000J001887		1	\$ _____/Annual
	Internal Batteries					10	
	Internal Batteries					10	
	Internal Batteries					10	

Total Annual Price for Montgomery County Correctional Facility (Item #s 37 to 42) \$ _____

RFP #1013518

1022A Public Safety Headquarters (Item #s 43 to 45)
100 Edison Park Drive, Gaithersburg, MD

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
43.	UPS Module	MGE	GALAXY PW 225KV		225/180	1	
	External Batteries	Energy Storage				40	\$_____/Annual
44.	UPS Module	Libert	AP331	P22317	23/18	1	\$_____/Annual
	Internal Batteries					12	
45.	UPS Module	POWERWARE		ET2222XX01		1	\$_____/Annual
	Internal Batteries	POWERWARE	225			40	
	Internal Batteries	POWERWARE	300			40	
	Internal Batteries	POWERWARE	300			40	

Total Annual Price for Public Safety Headquarters (Item #s 43 to 45) \$_____

RFP #1013518

Total Annual Prices for GROUP 1 – Department of General Services' Facilities

Total Annual Price for Executive Office Building, Transportation Management Center (Item #s 1 to 5)	\$ _____
Total Annual Price for Signal Shop (Item #6)	\$ _____
Total Annual Price for Judicial Center, Sheriff Department & Circuit Court (Item #s 7 to 9)	\$ _____
Total Annual Price for PSCC, ECC-Emergency Call Center, TMC/EOC Traffic Management Center/Emergency Operations Center, Electrical Room (Item #s 10 to 17)	\$ _____
Total Annual Price for Alternative Emergency Communication Center (Item #18)	\$ _____
Total Annual Price for Strathmore Concert Hall (Item #s 19 to 27)	\$ _____
Total Annual Price for Division of Facilities Management (Item #28)	\$ _____
Total Annual Price for Rockville District Court (Item #29) and Juvenile Court (Item #30)	\$ _____
Total Annual Price for Department of Liquor Control (Item #31)	\$ _____
Total Annual Price for 311 Call Center (Item #32)	\$ _____
Total Annual Price for AFI Silver Theater (Item #33)	\$ _____
Total Annual Price for Council Office Building (COB) (Item #s 34 and 36)	\$ _____
Total Annual Price for Montgomery County Correctional Facility (Item #s 37 to 42)	\$ _____
Total Annual Price for Public Safety Headquarters (Item #s 43 to 45)	\$ _____
TOTAL ANNUAL PRICE FOR GROUP 1 – (DGS) Facilities	\$ _____

RFP #1013518**GROUP 2 - Department of Technology Services' Facilities (DTS - Fibernet HUB Sites)****Hub B** – 1283 Seven Locks Road, Building C, Potomac, MD 20854

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	DOM	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
1.	Rectifier System	C&D	AGM600	CPS980886	10.8/10/8	1		\$_____/Annual
	External Batteries	C&D	AT-07			24	11/1/2006	

Hub C – COB - 100 Maryland Avenue, Rockville, MD 20850

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	DOM	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
2.	Rectifier System	C&D	AGM600	CPS980887	10.8/10/8	1		\$_____/Annual
	External Batteries	C&D	AT-07			24	11/1/2006	

RFP #1013518**Hub D** - 6000 Executive Blvd., Rockville, MD 20852

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	DOM	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
3.	Rectifier System	C&D	AGM600	BPS010546	10.8/10/8	1		\$ _____/Annual
	External Batteries	C&D	AT-07			24	12/1/2006	

Hub E – 4841 Bethesda Avenue, Bethesda, MD 20814

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	DOM	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
4.	Rectifier System	C&D	AGM600	BPS000656	10.8/10/8	1		
	External Batteries	C&D	AT-07			24	7/1/2006	

Hub F – 8700 Cameron Street, Silver Spring, MD 20902

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	DOM	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
5.	Rectifier System	C&D	AGM600	HPS004443	10.8/10/8	1		\$ _____/Annual
	External Batteries	C&D	AT-07			24	7/16/2001	

RFP #1013518**Hub G – Crystal Rock Drive, Germantown, MD 20874**

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	DOM	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
6.	Rectifier System	C&D	AGM600	BPS0005533	10.8/10/8	1		\$ _____/Annual
	External Batteries	C&D	AT-07			24	11/1/2006	

Hub H – 16630 Crabbs Branch Way, Rockville, MD 20855

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	DOM	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
7.	Rectifier System	C&D	AGM600	HPS004444	10.8/10/8	1		\$ _____/Annual
	External Batteries	C&D	AT-07			24	7/16/2001	

Hub I – 11304 Amherst Avenue, Wheaton, MD 20902

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	DOM	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
8.	Rectifier System	C&D	AGM600	HPS992288	10.8/10/8	1		\$ _____/Annual
	External Batteries	C&D	AT-07			24	7/27/2006	

RFP #1013518**Hub J** – 11701 New Hampshire Avenue, Silver Spring, MD 20904

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	DOM	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
9.	Rectifier System	C&D	AGM600	BPS010547	10.8/10/8	1		\$_____/Annual
	External Batteries	C&D	AT-07			24	3/30/2009	

Hub K – 3701 Norbeck Road, Silver Spring, MD 20906

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	DOM	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
10.	Rectifier System	C&D	AGM600	BPS010545	10.8/10/8	1		\$_____/Annual
	External Batteries	C&D	AT-07			24	3/30/2009	

EOB Penthouse, 101 Monroe Street, Rockville, MD 20850

ITEM NO.	EQUIPMENT	MANUF.	MODEL	SERIAL	KVA /KW	QUANT.	DOM	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
11.	UPS Module	Best	UT330	LDO553	30/30	1		\$_____/Annual
	External Batteries	C&D	Dynasty	UPS12-490		18	10/1/2009	

RFP #1013518

Total Annual Prices for GROUP 2 – Department of Technology Services’ Facilities

DTS - Fibernet HUB Sites

Total Annual Price for Hub B (#1) \$ _____

Total Annual Price for Hub C (#2) \$ _____

Total Annual Price for Hub D (#3) \$ _____

Total Annual Price for Hub E (#4) \$ _____

Total Annual Price for Hub F (#5) \$ _____

Total Annual Price for Hub G (#6) \$ _____

Total Annual Price for Hub H (#7) \$ _____

Total Annual Price for Hub I (#8) \$ _____

Total Annual Price for Hub J (#9) \$ _____

Total Annual Price for Hub K (#10) \$ _____

Total Annual Price for EOB Penthouse (#11) \$ _____

TOTAL ANNUAL PRICE FOR GROUP 2 (Item #s 1 to 11) – DTS - Fibernet HUB Sites \$ _____

RFP #1013518**GROUP 3 - Department of Telecommunication Services**G# - 1001 County Office Building (COB), 100 Maryland Avenue, Rockville

ITEM NO.	EXPANDABLE PORT NETWORK	KVA	MANUF.	MODEL	EXTENDED BATTERY MODULES	SERIAL	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
1.	4	6 kva	AVAYA-EATON	PW9125	5	072R05384411	\$_____/Annual

Total Annual Price for Item #1 \$_____G# - 1014 401 Hungerford (HOB) , Rockville

ITEM NO.	EXPANDABLE PORT NETWORK	KVA	MANUF.	MODEL	EXTENDED BATTERY MODULES	SERIAL	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
2.	23+24	6 kva	AVAYA-EATON	PW9125	5	062R12378250	\$_____/Annual

Total Annual Price for Item #2 \$_____G# - 3051 Juvenile Assessment Center, 7300 Calhoun Place, Rockville

ITEM NO.	EXPANDABLE PORT NETWORK	KVA	MANUF.	MODEL	EXTENDED BATTERY MODULES	SERIAL	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
2.	30	6 kva	AVAYA-EATON	PW9125	5	TS184WO348	\$_____/Annual

Total Annual Price for Item #3 \$_____

RFP #1013518G# - 8701 Liquor Warehouse, 16650 Crabbs Branch Way, Rockville

ITEM NO.	EXPANDABLE PORT NETWORK	KVA	MANUF.	MODEL	EXTENDED BATTERY MODULES	SERIAL	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
3.	30	3 kva	AVAYA-EATON	PW9125	4	TS184WO348	\$_____/Annual

Total Annual Price for Item #4 \$_____G# - 5416 DOT Bus Garage (EMOC), 16630 Crabbs Branch Way, Rockville

ITEM NO.	EXPANDABLE PORT NETWORK	KVA	MANUF.	MODEL	EXTENDED BATTERY MODULES	SERIAL	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
4.	8	6 kva	AVAYA-EATON	PW9125	5	TV322W0043	\$_____/Annual

Total Annual Price for Item #5 \$_____G# - 3021 Piccard Drive Health Center, 1335 Piccard Drive, Rockville

ITEM NO.	EXPANDABLE PORT NETWORK	KVA	MANUF.	MODEL	EXTENDED BATTERY MODULES	SERIAL	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
6.	5	6 kva	AVAYA-EATON	PW9125	5	072R07387091	\$_____/Annual

Total Annual Price for Item #6 \$_____

RFP #1013518G# - 3046 Piccard Drive, 1301 Piccard Drive, Rockville

ITEM NO.	EXPANDABLE PORT NETWORK	KVA	MANUF.	MODEL	EXTENDED BATTERY MODULES	SERIAL	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
7.	14-15	6 kva	AVAYA-EATON	PW9125	5	062R05364149	\$_____/Annual

Total Annual Price for Item #7 \$_____G# - 4022 Police Headquarters, 2350 Research Drive, Rockville

ITEM NO.	EXPANDABLE PORT NETWORK	KVA	MANUF.	MODEL	EXTENDED BATTERY MODULES	SERIAL	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
8.	9+10	6 kva	AVAYA-EATON	PW9125	5	052R09349631	\$_____/Annual

Total Annual Price for Item #8 \$_____G# - 4501 Detention Center, 1307 Seven Locks Road, Potomac

ITEM NO.	EXPANDABLE PORT NETWORK	KVA	MANUF.	MODEL	EXTENDED BATTERY MODULES	SERIAL	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
8.	6	6 kva	AVAYA-EATON	PW9125	5	BN214C0424	\$_____/Annual

Total Annual Price for Item #9 \$_____

RFP #1013518G# - 1016 Upcounty Government Center, 12900 Middlebrooke Road, Germantown

ITEM NO.	EXPANDABLE PORT NETWORK	KVA	MANUF.	MODEL	EXTENDED BATTERY MODULES	SERIAL	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
10.	11+12	6 kva	AVAYA-EATON	PW9125	5	042R04316297	\$ _____

Total Annual Price for Item #10 \$ _____G# - 4508 Seneca Correctional Facility, 22880 Whelan Lane, Boyds

ITEM NO.	EXPANDABLE PORT NETWORK	KVA	MANUF.	MODEL	EXTENDED BATTERY MODULES	SERIAL	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
11.	32	3 kva	AVAYA-POWERWARE	208/240:120L5-30	2	TT164W0206	\$ _____

Total Annual Price for Item #11 \$ _____G# - 4043 District 6 Police, 45 West Watkins Mill Road, Gaithersburg

ITEM NO.	EXPANDABLE PORT NETWORK	KVA	MANUF.	MODEL	EXTENDED BATTERY MODULES	SERIAL	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
12.	29	6 kva	AVAYA-EATON	PW9125	3	082R07306495	\$ _____

Total Annual Price for Item #12 \$ _____

RFP #1013518G# - 1547 Police, 12500 C Ardennes Avenue, Rockville

ITEM NO.	EXPANDABLE PORT NETWORK	KVA	MANUF.	MODEL	EXTENDED BATTERY MODULES	SERIAL	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
13.	28	3 kva	AVAYA-POWERWARE	3000P3HVSE	3	BR405W0303	\$ _____

Total Annual Price for Item #13 \$ _____G# - 7303 Broome School, 751 Twinbrook Parkway, Rockville

ITEM NO.	EXPANDABLE PORT NETWORK	KVA	MANUF.	MODEL	EXTENDED BATTERY MODULES	SERIAL	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
14.	27	6 kva	AVAYA-EATON	PW9125	3	042R08323404	\$ _____

Total Annual Price for Item #14 \$ _____G# - 1009 Judicial Center – JC, 50 Maryland Avenue, Rockville

ITEM NO.	EXPANDABLE PORT NETWORK	KVA	MANUF.	MODEL	EXTENDED BATTERY MODULES	SERIAL	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
15.	1,2,3	8 kva	Lucent	12/50842AV131AE00B	7	992R027006613	\$ _____
16.	1,2,3	12 kva	Lucent	12/51242AV131AE00B	9	982R06700379	\$ _____

Total Annual Price for Items #s 15 & 16 \$ _____

RFP #1013518G# - 1528 255 Rockville Pike, Rockville

ITEM NO.	EXPANDABLE PORT NETWORK	KVA	MANUF.	MODEL	EXTENDED BATTERY MODULES	SERIAL	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
17.	17	3 kva	AVAYA-POWERWARE	208/240:12015-30	3	TW076W0027	\$ _____

Total Annual Price for Item #17 \$ _____G# - 2026 Rockville Library, 21 Maryland Avenue, Rockville

ITEM NO.	EXPANDABLE PORT NETWORK	KVA	MANUF.	MODEL	EXTENDED BATTERY MODULES	SERIAL	ANNUAL PRICE PER SEMI-ANNUAL INSPECTION, TESTING, & MAINTENANCE
18.	18	6 kva	AVAYA-POWERWARE	PW9125	3	052R08348847	\$ _____

Total Annual Price for Item #18 \$ _____

RFP #1013518

Totals for GROUP 3 – Department of Telecommunications Services

DTS - Sites

TOTAL for County Office Building (#1)	\$ _____
TOTAL for 401 Hungerford (#2)	\$ _____
TOTAL for Juvenile Assessment Center (# 3)	\$ _____
TOTAL for Liquor Warehouse (#4)	\$ _____
TOTAL for DOT Bus Garage (#5)	\$ _____
TOTAL for Piccard Drive Health Center (#6)	\$ _____
TOTAL for Piccard Drive (#7)	\$ _____
TOTAL for Police Headquarters (#8)	\$ _____
TOTAL for Detention Center (#9)	\$ _____
TOTAL for Upcounty Government Center (#10)	\$ _____
TOTAL for Seneca Correctional Facility (#11)	\$ _____
TOTAL for District 6 Police (#12)	\$ _____
TOTAL for Police (#13)	\$ _____
TOTAL for Broome School (#14)	\$ _____
TOTAL for Judicial Center (#15 & #16)	\$ _____
TOTAL for 255 Rockville Pike (#17)	\$ _____
TOTAL for Rockville Library (#18)	\$ _____
TOTAL ANNUAL PRICE FOR GROUP 3 – DTS – Sites (Items #1 to #18)	\$ _____

ADDITIONAL WORK (LABOR ONLY)

Enter the Hourly Rates and multiply by the Award Factors to yield the subtotals for Items A though D below; then add the subtotals to yield the Total Additional Work.

<u>Labor Classification</u>	<u>Regular Hourly Rate</u>	x	<u>Award Factor</u>	=	<u>Subtotal Amount</u>
A) Senior Certified UPS Technician	\$_____/hr.	x	50	=	\$_____
B) UPS Technician Apprentice	\$_____/hr.	x	10	=	\$_____

<u>Labor Classification</u>	<u>Overtime/ Holiday Hourly Rate</u>	x	<u>Award Factor</u>	=	<u>Subtotal Amount</u>
C) Senior Certified UPS Technician	\$_____/hr.	x	10	=	\$_____
D) UPS Technician Apprentice	\$_____/hr.	x	5	=	\$_____

TOTAL ADDITIONAL WORK (SUBTOTALS A + B +C + D) = \$_____

GRAND TOTAL: ADD GROUPS I, II and III TOTALS PLUS ADDITIONAL WORK TOTAL = \$ _____
The Grand Total should not be interpreted as an estimated contract value.

Percentage Discount from Current Manufacturer's Catalog/Price List for the Following Batteries

- | | |
|------------------|--------|
| 1. APC | _____% |
| 2. B&B Batteries | _____% |
| 3. C&D | _____% |
| 4. China Storage | _____% |
| 5. Douglas | _____% |
| 6. Dynasty | _____% |
| 7. Enersys | _____% |
| 8. Liebert | _____% |

- 9. Liberty _____%
- 10. Mitsubishi _____%
- 11. Power Batteries _____%
- 12. Power Sonic _____%
- 13. Yuasa _____%

EMERGENCY CONTACT

Contractor’s Twenty-four (24) hour Emergency Service Telephone Number: _____

NAMES OF UPS TECHNICIANS

Names of five (5) Senior Certified UPS Technicians

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Names of Certified Schools

Names of two (2) Certified UPS Technician Apprentices

- 1. _____
- 2. _____

Names of Certified Schools

PROMPT PAYMENT TERMS

The County’s Standard Payment Terms are Net 30 Days. An optional prompt payment term is not required, but may be offered.

Optional prompt payment terms: _____% Net _____ Days (please insert, if any).

RFP #1013518

ATTACHMENT J

JOB AUTHORIZATION FORM

ALL WORK TO BE PERFORMED IN ACCORDANCE WITH TERMS AND CONDITIONS OF:

Contract No.: 1013518 Contractor: _____
Cost Center: _____ Contract Administrator: Richard Jackson, Chief
Account Code: _____ Total Cost Not To Exceed \$: _____
Task: _____

DESCRIPTION OF WORK

Contract Administrator's Designee: _____ Phone Number: _____
Job No.: _____ G No.: _____
Location: _____ Date of Issuance to the Contractor : _____

REQUIREMENTS: _____

MATERIALS: _____

<u>Labor Classification</u>	<u>Regular Rate</u>	<u>Overtime Rate</u>	<u>Hours</u>	<u>Total Labor</u>
Senior Certified UPS Technician	\$ _____/hr.	\$ _____/hr.	_____	\$ _____
Certified UPS Technician				
Apprentice	\$ _____/hr.	\$ _____/hr.	_____	\$ _____

Estimated Completion Date: _____ Days after receipt of Notice To Proceed: _____

Special Problems or Potential Delays: _____

Actual Cost (Labor) \$ _____ Actual Cost (Material) \$ _____

Contract Administrator's Signature *Date* *Contractor's Signature* *Date*

**RFP #1013518
ATTACHMENT K**

CONTRACTOR'S DAILY REPORT

Date:	Work Order Number:	Contractor:
Building:	Building Address and Location:	
SCOPE OF WORK:		

LABOR

Full Name of Contractors Employee(s)		Class Title	Time In	Time Out	Hours on Site

MATERIAL / ITEMIZED

Quantity	Description	Quantity	Description

REMARKS:

Percent of Work Completed: _____ %

Contractor's Signature

Date

Contract Administrator's Signature

Date